

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JOSE LUIS MENDIETA and JAIME
MORALES JUAREZ,

Plaintiffs,

v.

56 FRESH MARKET CORP d/b/a
ANTILLANA MEAT MARKET, MICHAEL
FRIAS a/k/a Michael Rodriguez and
JOHANNA URENA A/K/A JOHANNA
FRIAS.,

Defendant.

No. 22-CV-4979 (RA)

ORDER

RONNIE ABRAMS, United States District Judge:

It has been reported to the Court that this Fair Labor Standards Act (“FLSA”) case has been settled. No later than January 7, 2023, the parties shall take one of the following actions:

1. Consent to conducting all further proceedings before Magistrate Judge Moses by completing the attached consent form, which is also available at <http://www.uscourts.gov/forms/civil-forms/notice-consent-and-reference-civil-action-magistrate-judge>. As the form indicates, no adverse substantive consequences will arise if the parties choose not to proceed before Judge Moses.
2. Submit a joint letter setting forth their views as to why their settlement is fair and reasonable and should be approved, accompanied by all necessary supporting materials, including contemporaneous billing records for the attorney’s fees and costs provided for in the settlement agreement. In light of the presumption of public access attaching to “judicial documents,” *see Lugosch v. Pyramid Co. of Onondaga*,

435 F.3d 110, 119 (2d Cir. 2006), the parties are advised that materials on which the Court relies in making its fairness determination will be placed on the public docket, *see Wolinsky v. Scholastic Inc.*, No. 11-CV-5917 (JMF), 2012 WL 2700381, at *3–7 (S.D.N.Y. July 5, 2012).

The parties are advised, however, that the Court will not approve of settlement agreements in which:

- (a) Plaintiffs “waive practically any possible claim against the defendants, including unknown claims and claims that have no relationship whatsoever to wage-and-hour issues,” *Gurung v. White Way Threading LLC*, 226 F. Supp. 3d 226, 228 (S.D.N.Y. 2016) (internal quotation marks omitted); and
- (b) Plaintiffs are “bar[red] from making any negative statement about the defendants,” unless the settlement agreement “include[s] a carve-out for truthful statements about [P]laintiffs’ experience litigating their case,” *Lazaro-Garcia v. Sengupta Food Servs.*, No. 15 Civ. 4259 (RA), 2015 WL 9162701, at *3 (S.D.N.Y. Dec. 15, 2015) (internal quotation marks omitted).

SO ORDERED.

Dated: December 7, 2022
New York, New York



Ronnie Abrams
United States District Judge